

Chairman Terry Jones

**TOWN OF LEDYARD  
CONNECTICUT  
TOWN COUNCIL**

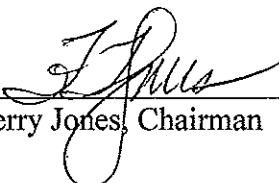
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RESOLUTION  
AUTHORIZING THE MAYOR TO SIGN  
A UTILITY GAS DISTRIBUTION EASEMENT  
TO YANKEE GAS SERVICES COMPANY FOR  
THE PURPOSE OF PROVIDING NATURAL GAS SERVICE  
TO THE JULIET LONG SCHOOL AND  
LEDYARD MIDDLE SCHOOL  
PROPERTY OF THE TOWN OF LEDYARD  
1854 ROUTE 12

RESOLVED, that The Town of Ledyard ("the Town") grant and convey unto Yankee Gas Services Company, a specially chartered Connecticut corporation having its principal office in the Town of Berlin in the State of Connecticut, its successors and assigns, the non-exclusive perpetual right to install, operate, maintain and repair natural gas lines over, under and across land of the Juliet Long School, and the Ledyard Middle School, Property of the Town of Ledyard, 1854 Route 12 situated in the Town of Ledyard, County of New London and State of Connecticut, as set forth in the proposed easement presented to this meeting, which is hereby ordered filed with the records of this meeting; and

RESOLVED, that the Mayor of the Town be authorized to execute and deliver in the name of the Town an easement as presented to this meeting and to do any and all other acts necessary to effectuate the foregoing.

Adopted by the Ledyard Town Council on: October 26, 2011

  
Terry Jones, Chairman

## GAS DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is acknowledged, \_\_\_\_\_ (Grantor), grants unto Yankee Gas Services Company, a specially chartered Connecticut corporation with offices in Connecticut, its successors and assigns (Grantee), with WARRANTY COVENANTS, the non-exclusive perpetual right to construct, maintain, replace, relocate, remove and rebuild, across and under those portions of the Grantor's lands described herein (Easement Area(s)), distribution systems for gas, consisting of pipes, valves, fixtures and other appurtenances useful for providing gas services and for any other purpose connected with the services or operations of a Public Service Company as defined in the Connecticut General Statutes (Facilities), including underground pipes running from such Facilities and Easement Area(s) to any structures on the Grantor's lands (Services); the right to provide gas service to abutters by means of the same, and the non-exclusive right to enter the Grantor's lands for the purpose of inspecting, maintaining, replacing or removing said Facilities and Services. Together also with the non-exclusive right, after consultation with the Grantor, when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the reasonable judgment of the Grantee are necessary to maintain said Facilities, Services and appurtenances.

Said Easement Area is located on the Grantor's lands on the southeasterly side of Connecticut Route 12 in the Town of Ledyard, Connecticut, as more particularly described on a map entitled "Compilation Plan Map Showing Easement Area to be Granted to Yankee Gas Services Company Across the Property of The Town of Ledyard Connecticut Route 12 Old Quarry Road and Stoddards Wharf Road Ledyard, Connecticut Scale: 1"=50' August 2011 File No. E-1082" which map has been on or will be filed in the office of the town clerk of said Town of Ledyard, Connecticut.

The Grantor agrees and acknowledges that Grantee shall have the right, with the necessary materials, vehicles, personnel and equipment, to access Grantor's lands and to locate, install and operate its Facilities and Services within and from the aforementioned Easement Areas. Grantor further agrees and acknowledges that, except with the written permission of the Grantee no building, structure, or other improvement or obstruction shall be located upon or within the bounds of the Easement and Services Areas, with the exception of: low growth minimal rooting plantings; impervious or other suitable cover for drive, walk and parking areas; or temporary/portable surface facilities such as trash dumpsters. Grantor further agrees that nothing shall be attached, at any time, to any property of the Grantee installed by virtue of this Easement. To facilitate the installation, repair, replacement or maintenance of its Facilities and Services, the Grantee may in its reasonable judgment, at its option and without liability to and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed subsequent to the date hereunder which are contrary to the provisions of this Easement. In such event, Grantee shall, at the sole expense of the Grantor, restore the area disturbed to substantially the same condition as existed prior to such installation, repair, replacement or maintenance.

By acceptance of this Easement, for as long as and to the extent that Grantee's Facilities, together with all Services and appurtenances located on the Grantor's lands pursuant to this Easement are used to provide gas distribution and service, and notwithstanding any other agreement between the parties or anything herein to the contrary, the Grantee shall install, repair, replace and maintain such Facilities, Services and appurtenances at its own expense. With regard to any installation, repair, replacement or maintenance (Restorations) of said Facilities, Services and appurtenances, the Grantee shall promptly restore the area disturbed to substantially the same condition as existed prior to such Restorations provided, however, that such other restoration shall not include any structures, other improvements or plantings made or installed contrary to the provisions of this Easement. Any relocation of said Facilities and/or Services requested by or caused by any action on the part of the Grantor shall be at the sole cost of the Grantor.

Any Easement Area herein described and granted, or any interest therein or part thereof, may be assigned by the Grantee, wholly, jointly or in part, to any communication company, public service company or other entity associated with or succeeding to Grantee's business, and the Grantor hereby agrees to and ratifies any such assignment and acknowledges that the interest so assigned may be utilized by said assignee.

The terms "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

If any third party having an interest in the Grantor's lands, as the same are represented herein, shall initiate an action that will adversely affect Grantee's rights and Easement interests as herein granted, then Grantor, at its sole cost and expense, shall pursue and acquire any legal remedies or instruments as may be required to secure Grantee's Easement interests. Grantor shall defend and hold harmless the Grantee from and against any and all claims losses or liabilities whatsoever, including reasonable legal fees, arising from such actions.